

Exhibit 2

BRASSICA PROTECTION PRODUCTS LLC
2400 Boston Street
Suite 358
Baltimore, MD 21224

August 23, 2006

Caudill Seed Co., Inc.
1402 W. Main Street
Louisville, Kentucky 40203
Attention: Mr. Dan Caudill

Dear Dan:

I refer to the Sublicense, Manufacture and Distribution Agreement (the "Agreement"), dated of December 6, 2004, by and between Brassica Protection Products LLC ("BPP") and Caudill Seed & Warehouse Co., Inc., d/b/a Caudill Seed Co. ("CSC"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

This letter summarizes the discussions held today at the offices of Bingham McCutchen LLP concerning the Agreement. The results of these discussions are as follows:

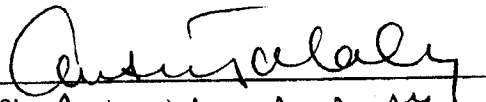
1. On or before September 23, 2006, CSC shall deliver to BPP written, standard operating procedures ("SOP") for the irradiation (described in paragraph 2) and handling (both pre and post irradiation) of all existing Product. A complete inventory of all existing Product produced (including the location thereof and whether radiated) will be provided to BPP with this SOP. The SOP must be approved in writing, in advance, by BPP and BPP shall have the right to audit the compliance by CSC with the SOP.
2. Following approval of the SOP by BPP, CSC shall cause all existing Product (both Ingredient Product and Finished Product; except the parties will further discuss whether existing inventory of Vitalica and other non-branded finished capsules will be irradiated) to be irradiated at Sterigenics by the precise method outlined in the report entitled "Process Validation for Irradiation of SGS-100-POW" prepared by Kean Ashurst and transmitted to BPP on March 22, 2006. There shall be no further sales of existing Product unless irradiated. Prior to future sales of irradiated Product, CSC shall deliver to BPP a letter from Sterigenics or another recognized expert stating that FDA rules and regulations applicable to irradiation of products permit sales of irradiated Product and that the irradiated Product has been Labeled in accordance with such rules and regulations.
3. There shall be no further sales (other than of already packed and sealed boxes) of Vitalica until new Labeling has been approved by BPP.
4. Consistent with Section 3.4 of the Agreement (i) all third-party Labeling of Finished Product and Ingredient Product must be approved by BPP in writing prior to sale; and (ii) all Packaging used by CSC or third parties must be reviewed and approved in advance in writing by BPP.

5. CSC shall comply with the requirements of Section 4.4 of the Agreement with respect to the use of the name of THE JOHNS HOPKINS UNIVERSITY and THE JOHNS HOPKINS HEALTH SYSTEM. Specifically, patent numbers specified by BPP must continue to be displayed on all Labeling. Generally, pursuant to Section 4.4 of the Agreement, all Labeling, whether or not the Johns Hopkins name is used, must be approved in advance by BPP. BPP and CSC will review the existing templates for Labeling currently used by CSC.

6. In accordance with Section 4.5 of the Agreement, on or before October 31, 2006, CSC will provide BPP with a Marketing Plan, which should detail the target customer and consumer, the positioning of Product to both consumer and trade, the basis for this positioning, the plan for reaching them and a review of all the proposed marketing materials. (A one-page summary of sales efforts, as has been provided in the past, is not adequate.)


If this letter correctly summarizes our discussions today, please so acknowledge by signing this letter on the line set forth below. Nothing contained herein shall constitute an amendment to the Agreement or an admission by either party of breach or default under the Agreement, and this letter merely constitutes a clarification of existing rights and obligations of the parties under the Agreement.

BRASSICA PROTECTION PRODUCTS LLC

By: 
Name: ANTONY TALALAY
Title: CEO

ACKNOWLEDGED AND AGREED:

CAUDILL SEED CO., INC.

By: 
Name: Mr. Dan Caudill
Title: CEO